

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF 8	
2. CONTRACT NO.  SPE2DX-15-D-1000		3. AWARD/EFFECTIVE DATE  2014 NOV 13		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE/ LOCAL TIME	
9. ISSUED BY  DLA TROOP SUPPORT MEDICAL SUPPLY CHAIN FSB 700 ROBBINS AVENUE PHILADELPHIA PA 19111 USA Local Admin: Jayne Bailie PDPSB03 Tel: 215-737-5766 Email: Jayne.Bailie@dla.mil				CODE		SPE2DX	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE				12. DISCOUNT TERMS  Net 10 days		10. THIS ACQUISITION IS  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	
						<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: <input type="checkbox"/> 8 (A) SIZE STANDARD:	
15. DELIVER TO  SEE SCHEDULE				CODE			
17a. CONTRACTOR/ OFFEROR  AMERISOURCEBERGEN DRUG CORPORATION DBA 1300 MORRIS DR STE 100 CHESTERBROOK PA 19087-5559 USA  TELEPHONE NO. 8002708434				CODE		1XUY5	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
16. ADMINISTERED BY  SEE BLOCK 9 Criticality: PAS: None				CODE		SPE2DX	
18a. PAYMENT WILL BE MADE BY  DEF FIN AND ACCOUNTING SVC BSM P O BOX 369031 COLUMBUS OH 43236-9031 USA				CODE		SL4701	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
		See Schedule					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  \$22424690828.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						29. AWARD OF CONTRACT: REF. SPM2DP-13-R-0007 OFFER DATED 2014-Sep-30. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) Patricia Kniffin Patricia.Kniffin@dla.mil PDPSB02		31c. DATE SIGNED  2014 NOV 13	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT ( <i>Location</i> )
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE2DX-15-D-1000	PAGE 3 OF 8 PAGES
<p>Block 5 of the SF-1449 should read SPM2DP-13-R-0007</p> <p>Block 6 of the SF-1449 should read 2014 SEP 19</p> <p>Block 10 of the SF-1449 NAICS should read 324412 and Size Standard 500</p> <p>Block 13a of the SF-1449 should be checked</p> <p>Block 13b of the SF-1449 should be DO-C9</p> <p>Block 15 of the SF-1449 should read "To be cited on each delivery order"</p> <p>Block 20 of the SF-1449 should read:</p> <p>Pharmaceutical Prime Vendor - Global (PPV-G)</p> <p>1000           Line 0001 - Primary Supplier                   North Region</p> <p>2000           Line 0002 - Primary Supplier                   South Region</p> <p>3000           Line 0003 - Primary Supplier                   West Region</p> <p>4000           Line 0004 - Primary Supplier                   Designated Providers</p> <p>5000           Line 0004 - Other Government Agencies</p> <p>6000           Line 0001 - Primary Supplier                   Europe Region</p> <p>7000           Lines 0002 &amp; 0003 - SOUTHCOM &amp; Pacific</p> <p>See attached schedule</p> <p>Block 25 if the SF-1449 should read:  97X4930 5CBX 5021304 001 2600 S33189</p> <p>Block 29 should include Amendments 0001 through 0009</p> <p>CONTINUED ON NEXT PAGE</p>		

Form

This is the overarching/parent contract (SPE2DX-15-D-1000) awarded to AmerisourceBergen for the Pharmaceutical Prime Vendor (PPV-G) program for Lines 0001 (North/Europe), 0002 (South/SOUTHCAM), 0003 (West/Pacific) and 0004 (Designated Providers and Other Government Agencies). The total estimated contract value for this overarching contract is \$22,424,690,828.

There will be seven administrative contracts broken down by region as follows:

Pharmaceutical Prime Vendor - Global (PPV-G)

Contract Number	Region	\$ Value	Line Item(s)
SPE2DX-15-D-1001	North	\$6,619,537,626	0001 AA-DD
SPE2DX-15-D-2000	South	\$6,700,455,530	0002 AA-DD
SPE2DX-15-D-3000	West	\$5,888,502,130	0003 AA-DD
SPE2DX-15-D-4000	Designated Providers	\$1,159,247,681	0004 AA-DD
SPE2DX-15-D-5000	Other Government Agencies	\$426,590,460	0004 AA-DD
SPE2DX-15-D-6000	Europe	\$779,900,811	0001 AA-DD
SPE2DX-15-D-7000	Pacific [SOUTHCAM]	\$850,456,591	0003 & 0002 AA-DD

Modifications will be done at the Regional level for all the Administrative Contracts listed above.

Options will be invoked at the Regional level for all Administrative Contracts listed above.

See each individual Administrative Contract for a schedule of items.

Additional Administrative Contract numbers will be assigned at a later date for each ordering location per region.

CONTRACT PERIOD:

The initial 30 month base period under the Pharmaceutical Prime Vendor – Global (PPV-G) contract runs from 13 Nov 2014 to 12 May 2017. The transition period for each Administrative Contract is reflected within that contract. The ordering period for each Administrative Contract is reflected within that contract. Should Option periods #1, #2, and #3 be exercised, additional 30 month periods of 13 May 2017 to 12 Nov, 2019, 13 Nov 2019 to 12 May 2022 and 13 May 2022 to 12 Nov 2024 will be covered.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT  
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2014)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) **52.222-50**, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
  - Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (2) **52.233-3**, Protest after Award (AUG 1996) (31 U.S.C. 3553).
  - (3) **52.233-4**, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ☒ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
  - ☒ (2) **52.203-13**, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).
  - ☐ (3) **52.203-15**, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
  - ☒ (4) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

- |                  |  |        |
|------------------|--|--------|
| — (5)            | [Reserved].  |        |
| — (6)            | <b>52.204-14</b> , Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C.);   |        |
| — (7)            | <b>52.204-15</b> , Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C.);   |        |
| <u>X</u> (8)     | <b>52.209-6</b> , Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).   |        |
| — (9)            | <b>52.209-9</b> , Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).  |        |
| — (10)           | <b>52.209-10</b> , Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161). |        |
| — (11)(i)        | <b>52.219-3</b> , Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).  |        |
| — (ii)           | <b>Alternate I</b> (NOV 2011) of 52.219-3.   |        |
| <u>X</u> (12)(i) | <b>52.219-4</b> , Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).  |        |
| — (ii)           | <b>Alternate I</b> (JAN2011) of 52.219-4.  |        |
| — (13)           | <b>[Reserved]</b>  |        |
| <u>X</u> (14)(i) | <b>52.219-6</b> , Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).   |        |
| <u>X</u> (ii)    | <b>Alternate I</b> (NOV 2011)  |        |
| — (iii)          | <b>Alternate II</b> (NOV 2011)   |        |
| — (15)(i)        | <b>52.219-7</b> , Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).   |        |
| — (ii)           | <b>Alternate I</b> (OCT 1995) of 52.219-7  |        |
| — (iii)          | <b>Alternate II</b> (MAR 2004) of 52.219-7   |        |
| <u>X</u> (16)    | <b>52.219-8</b> , Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637 (d)(2) and (3)).  |        |
| <u>X</u> (17)(i) | <b>52.219-9</b> , Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637 (d)(4)).  |        |
| — (ii)           | <b>Alternate I</b> (OCT 2001) of 52.219-9  |        |
| <u>X</u> (iii)   | <b>Alternate II</b> (OCT 2001) of 52.219-9   |        |
| — (iv)           | <b>Alternate III</b> (OCT 2014) of 52.219-9  |        |
| — (18)           | <b>52.219-13</b> , Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).  |        |
| <u>X</u> (19)    | <b>52.219-14</b> , Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).  |        |
| <u>X</u> (20)    | <b>52.219-16</b> , Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).  |        |
| — (21)           | <b>52.219-27</b> , Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).  |        |
| <u>X</u> (22)    | <b>52.219-28</b> , Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).  | 2013)  |
| — (23)           | <b>52.219-29</b> , Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013)(15 U.S.C. 637(m)).   | U.S.C. |
| — (24)           | <b>52.219-30</b> , Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).  | (WOSB) |
| <u>X</u> (25)    | <b>52.222-3</b> , Convict Labor (JUN 2003) (E.O. 11755).   |        |
| <u>X</u> (26)    | <b>52.222-19</b> , Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).  |        |
| <u>X</u> (27)    | <b>52.222-21</b> , Prohibition of Segregated Facilities (FEB 1999).  |        |
| <u>X</u> (28)    | <b>52.222-26</b> , Equal Opportunity (MAR 2007) (E.O. 11246).  |        |
| <u>X</u> (29)    | <b>52.222-35</b> , Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).   |        |
| <u>X</u> (30)    | <b>52.222-36</b> , Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).  |        |
| <u>X</u> (31)    | <b>52.222-37</b> , Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).   | 4212). |
| <u>X</u> (32)    | <b>52.222-40</b> , Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).   |        |
| — (33)           | <b>52.222-54</b> , Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)   |        |
| — (34)(i)        | <b>52.223-9</b> , Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)   |        |

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<p>___ (ii)</p> <p>___ (35)(i)</p> <p>___ (ii)</p> <p>___ (36)(i)</p> <p>___ (ii)</p> <p>___ (37)</p> <p>___ (38)(i)</p> <p>___ (ii)</p> <p><u>X</u> (39)</p> <p>___ (40)</p> <p>___ (41)(i)</p> <p>___ (ii)</p> <p>___ (iii)</p> <p>___ (iv)</p> <p>___ (42)</p> <p><u>X</u> (43)</p> <p>___ (44)</p> <p>___ (45)</p> <p>___ (46)</p> <p>___ (47)</p> <p>___ (48)</p> <p><u>X</u> (49)</p> <p>___ (50)</p> <p>___ (51)</p> <p>___ (52)</p> <p>___ (53)(i)</p> <p>___ (ii)</p>	<p><b>Alternate I</b> (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items).</p> <p><b>52.223-13</b>, Acquisition of EPEAT ® - Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).</p> <p><b>Alternate I</b> (JUN 2014) of 52.223-13.</p> <p><b>52.223-14</b>, Acquisition of EPEAT ®- Registered Television (JUN 2014) (E.O.s 13423 and 13514).</p> <p><b>Alternate I</b> (JUN 2014) of 52.223-14</p> <p><b>52.223-15</b>, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).</p> <p><b>52.223-16</b>, Acquisition of EPEAT ® - Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).</p> <p><b>Alternate I</b> (JUN 2014) of 52.223-16.</p> <p><b>52.223-18</b>, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).</p> <p><b>52.225-1</b>, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).</p> <p><b>52.225-3</b>, Buy American--Free Trade Agreements -- Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42 and 112-43).</p> <p><b>Alternate I</b> (MAY 2014) of 52.225-3.</p> <p><b>Alternate II</b> (MAY 2014) of 52.225-3.</p> <p><b>Alternate III</b> (MAY 2014) of 52.225-3.</p> <p><b>52.225-5</b>, Trade Agreements (NOV 2013) (19 U.S.C. 2501, <i>et seq.</i>, 19 U.S.C. 3301 note).</p> <p><b>52.225-13</b>, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).</p> <p><b>52.225-26</b>, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).</p> <p><b>52.226-4</b>, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).</p> <p><b>52.226-5</b>, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).</p> <p><b>52.232-29</b>, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).</p> <p><b>52.232-30</b>, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).</p> <p><b>52.232-33</b>, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013)(31 U.S.C. 3332).</p> <p><b>52.232-34</b>, Payment by Electronic Funds Transfer--Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).</p> <p><b>52.232-36</b>, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).</p> <p><b>52.239-1</b>, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)</p> <p><b>52.247-64</b>, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).</p> <p><b>Alternate I</b> (Apr 2003) of 52.247-64.</p>	
<p>(c)</p> <p>The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:</p> <p>___ (1)</p> <p>___ (2)</p> <p>___ (3)</p> <p>___ (4)</p> <p>___ (5)</p>	<p><b>52.222-41</b>, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).</p> <p><b>52.222-42</b>, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).</p> <p><b>52.222-43</b>, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).</p> <p><b>52.222-44</b>, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).</p> <p><b>52.222-51</b>, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-- Requirements (MAY 2014) (41 U.S.C. chapter 67).</p>	

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- \_\_\_ (6) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
- \_\_\_ (7) **52.222-17**, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- \_\_\_ (8) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- \_\_\_ (9) **52.237-11**, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

**(d) Comptroller General Examination of Record.**

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**(e)(1)** Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) **52.203-13**, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C.3509).

(ii) **52.219-8**, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) **52.222-17**, Nondisplacement of Qualified Workers (MAY 2014)(E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) **52.222-26**, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) **52.222-35**, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) **52.222-36**, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) **52.222-37**, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212;

(viii) **52.222-40**, Notification of Employee Rights under the National Labor Relations Act (DEC 2010) (E.O.13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) **52.222-41**, Service Contract Labor Standards (MAY 2014), (41 U.S.C. chapter 67).

(x) **52.222-50**, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ **Alternate I** (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67)

(xii) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67)

(xiii) **52.222-54**, Employment Eligibility Verification (AUG 2013)

(xiv) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (JUL 2013)(Section 862 as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note);

(xv) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) **52.247-64**, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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**Part 12 Clauses**

**52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUN 2013) DLAD**